



HOBART INSTITUTE
OF WELDING TECHNOLOGY

400 Trade Square East, Troy, Ohio 45373 U.S.A.

A 501(c)(3) not-for-profit educational organization

US EPA RECORDS CENTER REGION 5



461826

June 13, 2013

Fouad Dababneh, Enforcement Specialist
U.S. Environmental Protection Agency, Region 5
Superfund Division, Enforcement and Compliance Assurance Branch
77 West Jackson Boulevard, (SC-5J)
Chicago, Illinois 60604-3590

Re: CERCLA 104(e) Information Request to Hobart Institute of Welding Technology
West Troy Contaminated Aquifer Site - Troy, Ohio

Dear Mr. Dababneh:

The following is the response of Hobart Institute of Welding Technology (HIWT) to the U.S. Environmental Protection Agency (EPA) CERCLA 104(e) Information Request dated May 28, 2013 (104(e) Request) concerning the West Troy Contaminated Aquifer Site in Troy, Ohio. The 104(e) Request specifically pertains to the Hobart Institute of Welding Technology located at 400 Trade Square East. Please note that HIWT has operated as 501(c)(3) nonprofit organization since its charter in 1940. HIWT has conducted since 1940 and continues to conduct welding training programs. EPA should contact HIWT directly at the address provided below for additional information, if necessary:

Hobart Institute of Welding Technology Phone: (800) 332-9448
400 Trade Square East
Troy, OH 45373
Attention: Andre Odermatt, President

Notwithstanding our responses to the 104(e) Request, HIWT does not admit any liability nor does it waive any rights in this matter or possible defenses to liability at the Site.

Sincerely,

Andre Odermatt
President

Enclosures

PROVIDING EXCELLENCE IN WELDING TRAINING AND EDUCATION SINCE 1930

Supported by our Board of Directors:

ANDRE A. ODERMATT, RICHARD CULTICE, WILLIAM H. HOBART, PETER C. HOBART, ROBB F. HOWELL, JENNIFER MONNIN, SUNDARAM NAGARAJAN, CHARLIE RIBARDO, JR., RON L. SCOTT, GREG S. SCHAFER
Phone (800) 332-9448 / (937) 332-5000 / Fax (937) 332-5200 / www.welding.org



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Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

André Odermatt

President, Hobart Institute of Welding Technology

Date

PROVIDING EXCELLENCE IN WELDING TRAINING AND EDUCATION SINCE 1930

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OF WELDING TECHNOLOGY

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**General objections of Hobart Institute of Welding Technology (HIWT)
to U.S. EPA Information Request dated May 28, 2013
in regard to the West Troy Contaminated Aquifer Site**

1. Hobart Institute of Welding Technology objects to the Information Request to the extent it seeks information contained in documents readily available to U.S. EPA from the files of federal, state and local agencies.
2. Hobart Institute of Welding Technology objects to the Information Request to the extent that it is unduly burdensome, oppressive, overly broad and unreasonable.
3. Hobart Institute of Welding Technology objects to the Information Request to the extent it seeks information protected by the attorney-client privilege, the attorney work-product doctrine, or any applicable privilege or rule that protects such information from disclosure.
4. Hobart Institute of Welding Technology objects to the Information Request to the extent it seeks information that is not calculated to discover information relevant to the West Troy Contaminated Aquifer Site.

PROVIDING EXCELLENCE IN WELDING TRAINING AND EDUCATION SINCE 1930

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RESPONSES TO INFORMATION REQUEST QUESTIONS

Page 1 of 2

1. Hobart Institute of Welding Technology (HIWT) is located within the Area of Interest (AOI) at the Site. HIWT has operated at 400 Trade Square East from approximately 1958 through the present. HIWT has conducted since 1940 and continues to conduct welding training programs. HIWT has operated as 501(c)(3) nonprofit organization since its charter in 1940. HIWT is not currently nor ever has been a manufacturing facility. A description of HIWT obtained from their web site www.welding.org is included as Attachment 1 to these responses.
2. A review of available HIWT records, discussions with current and former HIWT and Hobart Brothers Company (HBC) employees, and search of environmental agency web sites did not confirm that chlorinated solvents were used at HIWT.

Per comment above, no information responsive to Questions 2 a. through e. was determined.

3. HIWT is not aware of solid waste management units (SWMU) operated by HIWT. However, HBC owned property adjacent to HIWT and temporarily stored petroleum contaminated soil from a former aboveground diesel storage tank. The soil was stockpiled near the HIWT from approximately 1993 to 1996. The soil was properly characterized and removed for disposal in 1996. HIWT understands that HBC provided a detailed description of the soil storage in its December 2012 response to a 104(e) Request regarding the West Troy Contaminated Aquifer Site. Please refer to that response for additional information on this HBC activity.
4. No documentation regarding leaks, spills, or releases into the environment of chlorinated solvents or any other hazardous substances at HIWT was determined in the investigation undertaken in conjunction with these responses.
5. A list of identified local, state, and federal environmental permits granted to HIWT is included as Attachment 5 to this response.
6. The files of various state and federal environmental agencies including but not limited to the Ohio Bureau of Underground Storage Tank Regulation (BUSTR), Ohio Emergency Management Agency, State Emergency Response Commission, Ohio EPA Division of Environmental Response and Remediation (DERR) and Division of Materials and Waste Management, and U.S. EPA Headquarters or Region 5 may contain information about the history, use, storage, treatment, disposal or handling of materials containing chlorinated solvents at facilities in the AOI at the Site.

RESPONSES TO INFORMATION REQUEST QUESTIONS

Page 2 of 2

7. Other than the agencies identified in the response to Question 6 and the persons consulted in preparing this response, HIWT does not know of other persons responsible for any leaks, spills or releases into the environment of any chlorinated solvents or materials containing chlorinated solvents at or from any facility HIWT has owned, operated or leased within the AOI at the Site.

Persons consulted and involved in preparation of these responses were:

Andre Odermatt
President, Hobart Institute of Welding Technology

Alan Stocker
HBC Facilities Manager

Alison Hudson
EHS Specialist

HBC address and telephone number: Hobart Brothers Company
101 Trade Square East
Troy, Ohio 45373
(937) 332-4000

Ken Brown
Manager of Environmental
and Chemical Compliance
Illinois Tool Works Inc. (ITW)
3600 West Lake Avenue
Glenview, Illinois 60026
(847) 724-7500

NOTE: Mr. Brown formerly had responsibilities
for certain aspects of HBC environmental
programs including interaction with HIWT.

Attachment 1

Document describing HIWT history, Ownership Deed and Lease Agreement

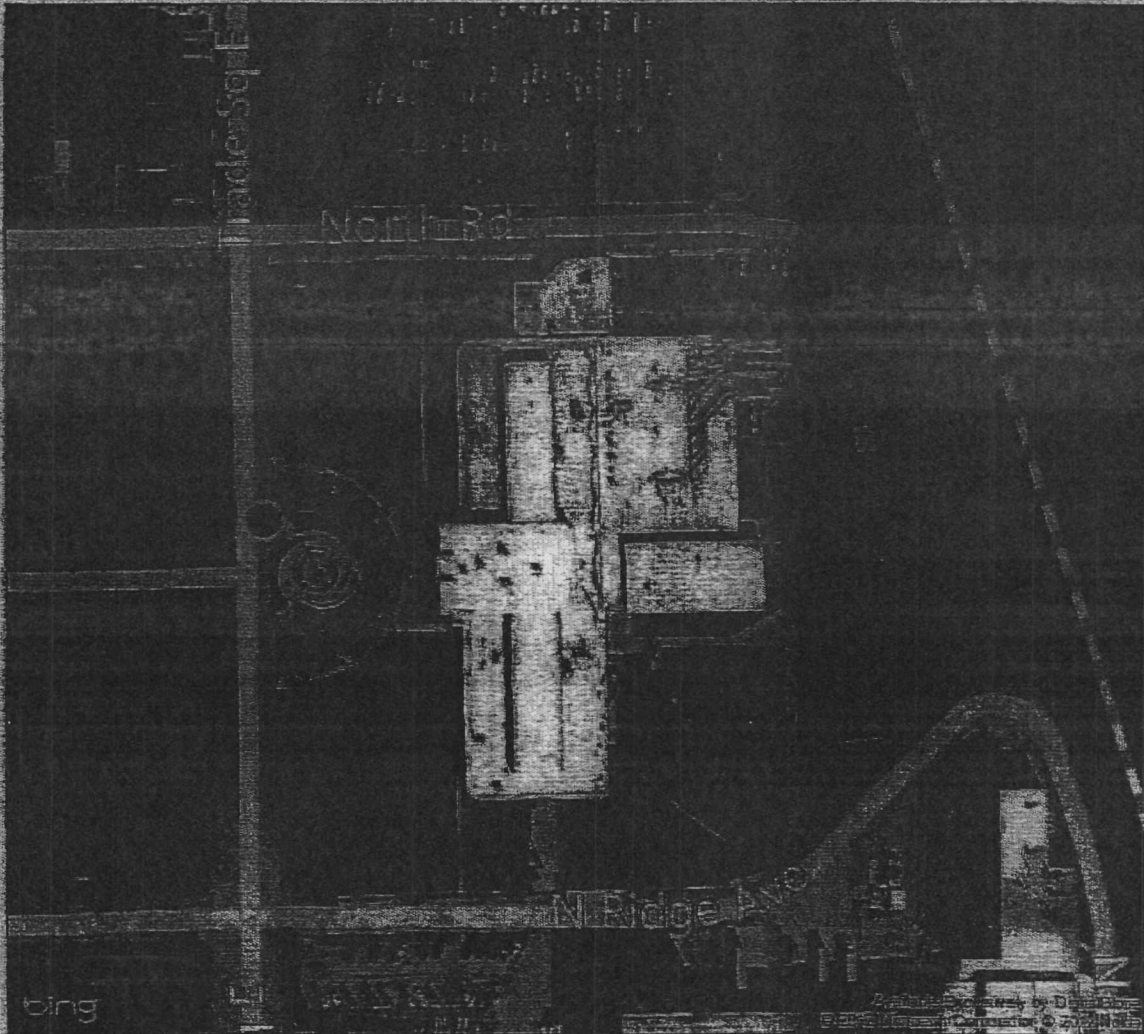
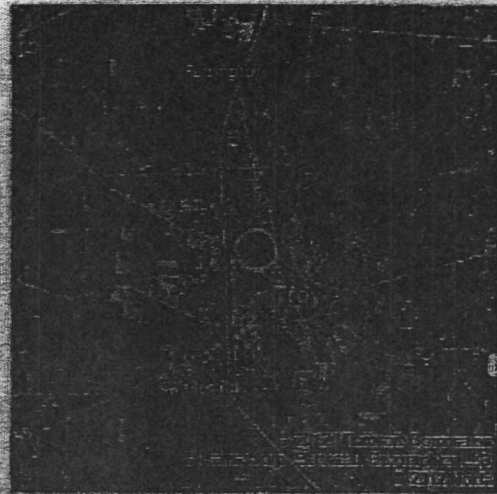
bing Maps

400 Trade Sq E, Troy, OH 45373

Hobart Institute of Welding Technology



On the go? Use m.bing.com to find maps, directions, businesses, and more.



Bird's eye view maps can't be printed, so another map view has been substituted.

About HWI - Windows Internet Explorer

http://www.hobart.edu/structure.htm

hobart institute of welding technology

File Edit View Favorites Tools Help

x Google

Search

Sign In

Favorites Suggested Sites LPS Campus Login 235 Avenue Jean-Baptiste, 479-1111 Free Email - Circle Tool Works Web Site Gallery

88 About HWI

Page 34/40 Tools

HOBART INSTITUTE OF WELDING TECHNOLOGY

Home

Now in: About The Hobart Institute

OUR HISTORY

The welding school was started in 1930 as a department of the Hobart Brothers Company. In 1940, the school was granted a charter by the State of Ohio as a 501(c)(3) nonprofit corporation governed by a board of directors and became known as the Hobart Trade School. As welding became more popular, the demand for trained welders increased and larger school facilities were required. In 1940, a new all-welded steel building was designed and built to house the welding school operation. Hobart Institute trained thousands of welders for World War II production in 1942-45.

The success of the welding training programs and the acceleration and growth of welding justified the construction of larger training facilities. In 1969, the present Hobart Technical Center, which houses the school, was completed. Ohio State Board of Career Colleges and Schools approval was received in 1970. In December of that year, the name was changed to Hobart School of Welding Technology. In 1972, The National Association of Trade & Technical Schools granted accreditation to Hobart Institute. The school became a supporting member of the American Welding Society in 1977. The demand for trained welders continued to increase and larger facilities were required. Remodeling and expansion took place in 1978.

In September of 1981 the name was changed to Hobart Institute of Welding Technology. Renovation that began in 2006 and is continuing brings the Hobart Institute into the 21st century with enhanced technology and state-of-the-art facilities.

The addition of the Hobart Gallery of Welding History in 2010 provides students and visitors an opportunity to explore the foundation that sets the stage for the present.

Over 65,000 people have successfully completed Hobart Institute of Welding Technology courses. We have trained students both male and female from all over the world, ranging from the individual student directly out of high school to employees of Fortune 500 companies.

OUR PHILOSOPHY

COMING SOON

Done

Start

DATE OF RECORD - 1947

97144

BOOK 354 PAGE 236

TUTELARK FILE COPY OF 1ST OFFICE

Know All Men By These Presents.

That, **ROBERT BROTHERS COMPANY,**

a Corporation, the Grantor,

for the consideration of **and other valuable considerations**

received in its full satisfaction of

THE ROBERT TRADE SCHOOL, INCORPORATED,
Troy, Ohio,

the Grantee, does

Give, Grant, Bargain, Sell and Convey unto the said Grantee, its

successors ~~heirs and assigns~~, the following described premises, situated in the

Township of **Concord** County of **Miami**

and State of Ohio:

situate in the Northwest Quarter of Section 21, Town 5, Range 6, Concord Township, County of Miami and State of Ohio and being more particularly described as follows:

beginning at a stone in the northwest corner of the Northwest Quarter of Section 21, Town 5, Range 6 in Concord Township; thence South 2° 41' East with the West line of Section 21, a distance of 283.34' to its intersection with the South line of North Road, said point also being 0.56' West of the Southwest corner of North Road and Trade Square East; thence North 87° 21' East a distance of 88.08' to an iron pin at the Southeast corner of North Road (extended) and Trade Square East, said point being the place of beginning of the tract herein described; thence South 2° 35' East with the East line of Trade Square East a distance of 540.0' to an iron pin at the Northeast corner of Trade Square East and Surrax Road (extended); thence North 87° 21' East with the North line of Surrax Road (extended) a distance of 295.5'; thence North 2° 35' West a distance of 540.0' to a point on the South line of North Road (extended); thence South 27° 21' West with the South line of North Road (extended) a distance of 295.5' to the place of beginning, containing 3.663 acres.

The Grantor herein acquired title to the above described real estate by Deed dated December, 1947, recorded in Vol. 267, Page 322, Deed Records of Miami County, Ohio.

140
RECEIVED
AUG 6 1958
RECORDED 2-13-58
BOOK 354 PAGE 236
TUTELARK & COMPANY
RECEIVED FOR RECORD



to the same more or less, but subject to all legal highways.

To Have with to hold the above granted and bargained premises, with the appurtenances thereto, unto the said Grantee, its successors ~~heirs and assigns~~ forever.

Original Parcel
See name change

This is
now part
of lot 436

IN WITNESS WHEREOF, HEBERT BROTHERS COMPANY, 331 PAGE 237

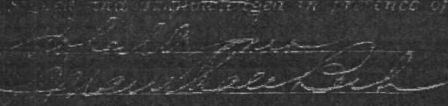


the said Grantor, does for itself and its successors and assigns, covenant with the said Grantee, its successors ~~here~~ and assigns, that at and until the encasing of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever



and that it well warrant and defend said premises, with the appurtenances thereto belonging, to the said Grantee, its successors ~~here~~ and assigns, against all lawful claims and demands whatsoever; excepting taxes and special assessments due and payable December, 1958, and thereafter, which the grantee assumes and agrees to pay.

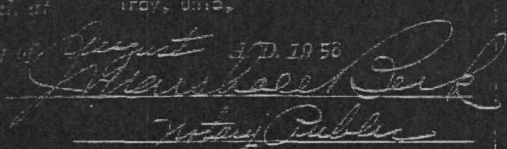
In Witness Whereof, said corporation hereunto sets its hand and corporate seal, by E.A. Hobart its President and E.C. Galbreath its Secretary this

5th day of August, in the year of our Lord one thousand nine hundred and fifty-eight (1958), duly authorized by its Board of Directors, HEBERT BROTHERS COMPANY.

Signed and acknowledged in presence of:  BY:  E.A. HOBART, President AND:  E.C. GALBREATH, Secretary

State of Ohio, Before me, a NOTARY PUBLIC in and for said County and State, personally appeared the same named HEBERT BROTHERS COMPANY

by E.A. Hobart its President and E.C. Galbreath its Secretary who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of each of them respectively and as such officers, duly authorized by its Board of Directors.

In Testimony Whereof I have hereunto set my hand and official seal, at Troy, Ohio, this 5th day of August A.D. 1958  JAMES HALL, Notary Public, My Commission Expires December 1958

*Name
Change*

BOOK 531 PAGE 226

120166

110216-12

HOBART INSTITUTE OF TECHNOLOGY

Certificate to Amend the
Articles of Incorporation

Fact of the undersigned, President and Secretary,
respectively, of Hobart Institute of Technology, (the
"Corporation") does hereby certify that the following
resolutions amending the Articles of Incorporation of the
Corporation were duly adopted pursuant to Section 1702.25,
Revised Code, by the unanimous written consent of each
director entitled to notice of a meeting for such a purpose:

RESOLVED, that Article One of the
Articles of Incorporation of the
Corporation is hereby amended to read as
follows:

"The name of the Corporation is
Hobart Institute of Welding Technology"

FURTHER RESOLVED, that the President and
Secretary or other appropriate officers
are authorized and directed to certify
adoption of the foregoing resolution, to
file such certificate with the Secretary
of State, and to take all action
necessary to effect the foregoing amend-
ment of the Articles of Incorporation.

Dated: *Sept. 24* 1991

Ray W. Shook
Ray W. Shook, President

Ralph G. Ehlers
Ralph G. Ehlers, Secretary

TRANSMITTED	
Incorporation Act 1823-1824	
EDWARD A. TEEPLE, Agent/County Auditor	
By <i>S. H. H. H.</i>	
DEC 13 1991	
Total Fee	\$
DOC	318.54
ENC	322.02
Exempt	OK

Hand 10/28/96

120166

120166

RECEIVED
1047 P. CLOCK
DEC 13 1991
FEE 5.00
JANET E. CANN
RECORDER MIAMI COUNTY, OHIO

177117

OFFICE OF THE SECRETARY OF STATE

I, BOB TAFT, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy, consisting of 2 pages, as taken from the original record, and in my official capacity as Secretary of State.

WITNESSE my hand and official seal at Columbus, Ohio, this 27th day of March, 1991.

Bob Taft
BOB TAFT
Secretary of State

NOTICE: This is an official certificate with which no fee is to be paid.

BOOK 531 PAGE 227

Name Change

SHOW 631 INC 224

67612-1333

1179.00

515
11-20-89
25.00

120165

HOBART SCHOOL OF WELDING TECHNOLOGY

Certificate to Amend the
Articles of Incorporation

Each of the undersigned, President and Secretary, respectively, of Hobart School of Welding Technology, (the "Corporation") does hereby certify that the following resolutions amending the Articles of Incorporation of the Corporation were duly adopted pursuant to Section 1702.25, Revised Code, by the unanimous written consent of each trustee entitled to notice of a meeting for such a purpose:

RESOLVED, that Article One of the Articles of Incorporation of the Corporation is hereby amended to read as follows:

"The name of the Corporation is Hobart Institute of Technology"

RESOLVED FURTHER, that the President and Secretary or other appropriate officers are authorized and directed to certify adoption of the foregoing resolution, to file such certificate with the Secretary of State, and to take all action necessary to effect the foregoing amendment of the Articles of Incorporation.

Dated: November 21, 1989

Ralph G. Ehlers
Ralph G. Ehlers, Secretary

Von H. Lang
Von H. Lang, President

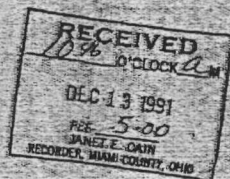
1555c

TRANSFERRED	
INSTRUMENTS - OHIO STATE	
COLUMBUS, OHIO	
BY <i>R. H. Lang</i>	
DEC 13 1991	
Total Fee	\$
ORG. 318.54	2.00
ORG. 322.00	2.00
Exam.	00

Made w/ 120165

331051

120165



NOV 531 PAGE 225

UNITED STATES OF AMERICA 177267
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, BOB TAFT, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy, consisting of 1 page, as taken from the original record kept in my official capacity as Secretary of State.

WITNESS my hand and official seal at Columbus, Ohio, this 27th day of Nov, A.D. 1991.

Bob Taft
BOB TAFT
Secretary of State

E. H. ...

NOTICE: This is an official certification of a record in the Secretary of State's Office.

120164

B723 2110

BOOK 631 PAGE 222

Name
Change

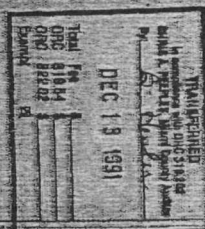
CERTIFICATE OF AMENDMENT
TO ARTICLES OF
THE ROBERT TRADE SCHOOL, INCORPORATED

Howard B. Carr, President, and Ralph C. Ehlers, Secretary, of
The Robert Trade School, Incorporated, an Ohio corporation, organized not
for profit. So hereby certify that in a writing signed by all the members of
said corporation the following resolutions of amendment were adopted: 25-9-73

1. RESOLVED, That Article I of the Articles of Incorporation of said Corporation shall be and hereby is amended to read as follows:
First. The name of said corporation shall be Robert School of Welding Technology.
2. RESOLVED, That Article III of the Articles of Incorporation of said corporation shall be and hereby is amended to read as follows:
Third. The purpose or purposes for which said corporation is formed are as follows:
(a) To organize, operate and maintain an education institution to conduct one or more courses of instruction leading to appropriate levels of attainment for any and all welding skills and techniques, to establish and conduct classroom and home study curriculum, to establish standards and qualifications for welding procedures and operators, to conduct research and development for the enhancement of education in welding, and generally to engage in all activities necessary, incidental or desirable in the furtherance of education and an educational institution pertaining or relating to the field of welding;
(b) To receive property by gift, bequest or other transfer, to acquire, hold, mortgage, lease, sell and otherwise acquire and dispose of any real or personal property in the furtherance of its educational purposes;
(c) To engage in any activity, customary, usual, necessary or incidental in the education field and to the promotion and benefit of the corporation.

IN WITNESS WHEREOF, said Howard B. Carr, President, and Ralph C. Ehlers, Secretary, of The Robert Trade School, Incorporated, acting for and on behalf of said Corporation, have hereunto subscribed their names and caused the seal of said Corporation to be hereunto affixed this 25th day of January, 1973.

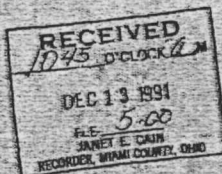
By Howard B. Carr
Howard B. Carr, President
By Ralph C. Ehlers
Ralph C. Ehlers, Secretary



Made by
Helen
Jan. 1931
Chas. C. V. 1373

120164

120164



174207

OFFICE OF THE SECRETARY OF STATE

I, BOB TAFT, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy, according to the original returned to me in my official capacity as Secretary of State.



WITNESS my hand and official seal at
Columbus, Ohio, this 27th day of
December, A.D. 1931

Bob Taft

BOB TAFT
Secretary of State

By: O. L. ...

NOTICE: This is an official copy, as required by law, of the original.

SEP 631 223

LEASE

ARTICLE ONE: BASIC TERMS

Section 1.01. **Date of Lease:** January 1, 2001.

Section 1.02. **Landlord:** Hobart Institute of Welding Technology, an Ohio non-profit corporation, 400 Trade Square East, Troy, Ohio 45373.

Section 1.03. **Tenant:** Hobart Brothers Company, an Ohio corporation.

Section 1.04. **Property:** Premises comprising a portion of 400 Trade Square East, Troy, Ohio, more particularly described in Exhibit 1.04 hereof.

Section 1.05. **Lease Term:** Commencing on January 1, 2001 and ending on December 31, 2001 ("Initial Term"), and calendar year to calendar year thereafter ("Renewal Periods"), unless earlier terminated under the terms of this Lease.

Section 1.06. **Permitted Uses:** Tenant may use the Property as an office and for all other uses permitted under the relevant local ordinances.

Section 1.07. **Rent and Other Charges Payable by Tenant:**

(a) **Rent.** \$ [REDACTED] ("Rent")

(b) **Renewal Rent.** During each Renewal Period, Tenant shall pay a monthly rental as mutually agreed upon, but no greater than 104% of the Rent for the month of December of the immediately preceding calendar year.

(c) **Other Charges.** Other charges are set forth in Article Four hereof.

Section 1.08 **Right of First Refusal to Purchase.** Tenant shall have the right of first refusal to purchase the Property as set forth in Article Eleven hereof.

ARTICLE TWO: LEASE TERM

Section 2.01. **Lease of Property For Lease Term.** Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease Term is for the period stated in Section 1.05 above.

Section 2.02. **Commencement Date.** The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed by mutual agreement. Landlord shall deliver possession of the Property to Tenant on the Commencement Date.

ARTICLE THREE: RENT

Section 3.01. **Time and Manner of Payment.** Upon execution of this Lease, Tenant shall pay Landlord the Rent in the amount stated in Paragraph 1.07(a) above for the first month of the Lease Term. On the first day of each month thereafter, Tenant shall pay Landlord the Rent. The Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

Section 3.02. **Renewal Period Rent.** Rent for Renewal Periods shall be as set forth in Section 1.07(b) hereof.

ARTICLE FOUR: OTHER CHARGES

Section 4.01. **Property Taxes.**

(a) **Property Taxes.** Landlord shall promptly pay to the appropriate taxing authority when due all real estate property taxes attributable to the Property leased hereunder for and during the Lease Term and shall provide written confirmation of payment of the full amount of the tax bill to the taxing authority.

(b) **Landlord Representation.** Landlord represents that there are no pending or certified special assessments with respect to the Property, and that it will impose no special assessments against the Property during the Lease Term.

Section 4.02 **Utilities.** Landlord shall pay to the appropriate supplier the cost of all natural gas, heat, sewer service, water, refuse disposal and other utilities and services supplied to the Property. Tenant shall pay to the appropriate supplier all costs of electric and telephone service, and Landlord shall reimburse Tenant for eighty five percent (85%) of the cost of electric service or what the respective utility meters actually reflect for consumption and a mutually agreed upon portion of the telephone charges.

Section 4.03 **Insurance Policies.**

(a) **Insurance.** Each party shall maintain appropriate liability and property damage insurance covering its own operations and property, and neither party shall have an obligation to obtain or maintain insurance covering operations or property of the other.

(b) **Waiver of Subrogation.** Unless prohibited under any applicable insurance policies, Landlord and Tenant each hereby waive any and all rights of recovery against the other, and against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of this mutual waiver of subrogation.

ARTICLE FIVE: USE OF PROPERTY

Section 5.01. **Permitted Uses by Tenant.** Tenant may use the Property as set forth in Section 1.06.

Section 5.02. **Tenant's Use.** Tenant shall use the Property in compliance with all valid applicable laws, ordinances and government regulations.

Section 5.03. **Zoning.** Landlord represents that the Property is zoned for the Permitted Uses.

Section 5.04. **Signs and Auctions.** Tenant may place signs on the Property consistent with Tenant's business and use of the property. Tenant agrees to remove such signs at the end of the Lease Term.

Section 5.05. **Landlord's Access and Use.** Landlord may enter the Property during normal business hours to inspect the condition of the Property, and to perform work required to be performed by Landlord. Landlord shall give Tenant reasonable prior notice of each such entry, and of the identities of personnel involved, except in the case of an emergency in which such notice is not possible. Landlord assumes all risks arising from such entries and work, and shall indemnify, defend and save Tenant harmless from all claims or damages arising therefrom. Landlord shall use its best efforts to avoid interference with Tenant's use of the Property.

Section 5.06. **Quiet Possession.** So long as Tenant is not in material default under this Lease, Tenant may use, occupy and enjoy the Property for the full Lease Term, and Landlord shall take no action in conflict therewith.

ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01. **Existing Conditions.** Landlord shall deliver the Property to Tenant broom clean and free of debris on the Commencement Date. Landlord represents that as of the Commencement Date Landlord has no notice or knowledge of any violation of any law, ordinance, or regulation with respect to the Property. Landlord also represents that Property, including improvements such as plumbing, sprinkler system, lighting, air conditioning, and heating systems, shall be in good repair and operating condition on the Commencement Date. The Landlord has made the Tenant aware that the basement is subject to flooding in inclement weather.

Section 6.02. **Tenant's Obligations.** Tenant shall keep the Property in good order and repair, except for (i) damage or destruction by fire, casualty or other causes not the fault of Tenant and beyond Tenant's control, (ii) ordinary wear and tear, and (iii) Landlord's obligations. Tenant's obligations include glass, windows, doors, floor coverings and other nonstructural portions of the Property, and painting and cleaning of walls and ceilings.

Section 6.03. Landlord's Obligations. Landlord's obligations include repair and maintenance of heating, cooling and plumbing equipment, driveways, parking areas, pavement, sidewalks, and landscaped areas. Landlord shall keep the foundation, roof and structural portions of the Property in good order and repair, and shall repair any damage arising from latent defects in the Property. In the event that Tenant becomes aware of any such defect or required repair, Tenant shall give the Landlord prompt notice.

Section 6.04. Alterations, Additions, Improvements and Repairs.

(a) **Nonstructural.** So long as Tenant is not in material default under this Lease, Tenant may make nonstructural alterations and additions to the Property, at Tenant's expense, as Tenant deems necessary or desirable for the conduct of Tenant's business. Such alterations and additions may include, without limitation, reconfiguring floor plans and office space and placing signs on the Property consistent with Tenant's use of the Property.

(b) **Structural.** Tenant may make structural alterations and additions to the Property, at Tenant's expense, upon written approval by Landlord.

(c) **Compliance.** In connection with any work required or permitted on the Property under this Lease, the party conducting such work shall do so in a good workmanlike manner, and shall comply with all valid applicable laws, ordinances and governmental regulations

Section 6.05. Condition upon Termination. Upon the termination of this Lease, Tenant shall surrender the Property to Landlord in the same condition as on the Commencement Date except for (i) damage or destruction by fire, casualty or other causes not the fault of Tenant and beyond Tenant's control, (ii) ordinary wear and tear, and (iii) Landlord's obligations. Tenant shall not be obligated to remove any alterations, additions or improvements permitted under this Lease. Tenant shall provide Landlord, if requested, with evidence of waiver or release of mechanics' liens relating to any such alterations, additions or improvements. Tenant may remove all personal property, furniture, furnishings and trade fixtures Tenant shall have placed on or in the Property.

Section 6.06. Tenant's Indemnity. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from (a) Tenant's use of or activities relating to the Property; (b) any breach or default in the performance of Tenant's obligations under this Lease; or (c) any negligence or willful misconduct of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord.

Section 6.07 Landlord's Indemnity. Landlord shall indemnify Tenant against and hold Tenant harmless from any and all costs, claims or liability arising from: (a) Landlord's use of or activities relating to the Property; (b) any breach or default in the performance of Landlord's obligations under this Lease; or (c) any negligence or willful misconduct of Landlord. Landlord shall defend Tenant against any such cost, claim or liability at Landlord's expense with counsel reasonably acceptable to Tenant.

ARTICLE SEVEN: DAMAGE OR DESTRUCTION

Section 7.01. **Repair and Rent Abatement.** Tenant shall promptly notify Landlord of any material damage to the Property by casualty or otherwise. Landlord shall repair the damage as promptly as possible. The Rent will abate in proportion to the damage until the damage has been repaired.

Section 7.02. **Insurance.** Landlord shall not be obligated to incur any cost for repair in excess of the amount of insurance proceeds received by Landlord. If insurance proceeds are insufficient to repair the damage to the Property, and if Landlord does not elect to repair the damages upon Tenant's request, either Tenant or Landlord may terminate this Lease after 120 days written notice to the other.

Section 7.03. **Tenant's Property.** Landlord is not obligated to repair any trade fixtures, trade equipment or similar improvements installed by Tenant. However, if Landlord receives insurance proceeds attributable to the damage or destruction of those items, from insurance paid for by Tenant, Landlord shall make those proceeds available to Tenant for repair of those items.

Section 7.04. **Material Diminishment of Use.** If the damage materially diminishes Tenant's ability to use the Property, either Tenant or Landlord may terminate this Lease after 120 days written notice to the other. For the purposes of this Article Seven, it shall be presumed that damage of less than 5% of the total value of improvements on the Property does not materially diminish Tenant's ability to use the Property unless Tenant can show otherwise.

ARTICLE EIGHT: CONDEMNATION

~~If all or any portion of the Property is taken under the power of eminent domain or is sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate-as-to-the-part-taken-or-sold-on-the-date-the-condemning-authority-takes-title-or~~
possession, whichever occurs first. If the condemnation materially diminishes Tenant's ability to use the Property, either Tenant or Landlord may terminate this Lease as of the date of condemning authority takes title or possession, by written notice to the other. If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Rent shall be reduced in proportion to the diminishment of Tenant's use of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to Tenant, the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or personal property; and (b) second, to Landlord, the remainder of such award. If this Lease is not terminated, Landlord shall repair any damage to the Property arising from the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority.

ARTICLE NINE: ASSIGNMENT AND SUBLETTING

Section 9.01. **No Consent Required.** Tenant may assign this Lease or sublease all or a portion of the Property, without Landlord's consent. Any assignee or sublessee shall assume in writing all of Tenant's obligations under this Lease.

Section 9.02. **No Release of Tenant.** No assignment or sublease shall release Tenant of its primary liability to pay the rent and to perform all other obligations of Tenant under this Lease, notwithstanding Landlord's acceptance of rent from Tenant's assignee or sublessee. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee.

Section 9.03. **Information to Landlord.** Upon any assignment or sublease of all or a portion of the Property, Tenant shall provide Landlord with the name, business, and financial condition of the transferee, the financial details of the transfer, and any other relevant information requested by Landlord.

ARTICLE TEN: TERMINATION; DEFAULTS

Section 10.01. **Defaults.** A party shall be in material default under this Lease if it fails to perform any material obligation under this Lease for a period of twenty (20) days after written notice from the other; provided that if more than thirty (30) days are required to complete such performance, the party shall not be default if it commences such performance within the twenty (20)-day period and thereafter diligently pursues its completion.

Section 10.02. **Termination.** This Lease shall automatically renew from calendar year to calendar year after the Initial Term unless terminated by written notice provided by either party at least 90 days prior to the beginning of any Renewal Period, termination to be effective as of December 31 of the year in which such notice is given. This Lease may also be terminated earlier by either party upon any material default by the other subject to the terms of Section 10.01.

Section 10.03. **Tenant's Buy-Out Option.** Tenant shall have the right to terminate this Lease at any time for any reason without penalty, upon the payment of 3-months rent to Landlord, which payment shall be deemed to satisfy all Tenant's responsibilities and obligations under this Lease.

ARTICLE ELEVEN: RIGHT OF FIRST REFUSAL

Section 11.01 **Option.** In the event Landlord receives an offer to purchase 400 Trade Square East, the parcel of which this Property is a part ("Parcel"), or decides to sell the Parcel, Landlord shall promptly inform Tenant, and shall inform Tenant of the terms and conditions upon which Landlord proposes to sell the Parcel to others. Landlord grants to Tenant the exclusive right and option to purchase the Parcel upon the same terms and conditions, exercisable within thirty (30) days after Tenant's receipt of such terms and conditions. The Parcel is described on Exhibit 11.01 hereof.

ARTICLE TWELVE: RESOLUTION OF DISPUTES

Section 12.01. **Mediation.** The parties shall endeavor to settle disputes arising under this Agreement or relating to the construction of this Agreement by mediation under the then

current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes. The neutral third party will be selected from the CPR Panel of Neutrals, with assistance of CPR, unless the parties agree otherwise. If a party refuses to mediate, then that party may not recover its attorneys' fees or costs in any litigation brought to construe or enforce this agreement.

ARTICLE THIRTEEN: MISCELLANEOUS PROVISIONS

Section 13.01. Termination; Advance Payments. Upon termination of this Lease not resulting from Tenant's default, Landlord shall reimburse to Tenant any rent or other payments made by Tenant which apply to any time periods after termination of the Lease, including any amounts paid for property taxes, utilities or insurance.

Section 13.02. Mechanics' Liens. Neither party shall cause or permit any mechanic's lien to be placed against the Property. If any mechanic's lien is placed, or any claim thereof is filed, against the Property as a result of any work conducted by Tenant or Landlord, that party shall promptly cause the lien to be removed and shall indemnify and hold harmless the other party from any damages arising therefrom.

Section 13.03. Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04. Incorporation of Prior Agreements: Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.05. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenant's taking possession of the Property, the Property shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

Section 13.06. Waivers. All waivers must be in writing and signed by the waiving party. Either party's failure to enforce any provision of this Lease shall not be a waiver and shall not prevent that party from enforcing that provision or any other provision of this Lease in the future.

Section 13.07. Choice of Law. The laws of the state of Ohio shall govern this Lease.

Section 13.08. Force Majeure. If either party cannot perform any of its obligations due to events beyond its control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a party's control include,

but are not limited to , acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

Section 13.09. **No Brokers.** There are no brokers to this transaction, and neither party shall be obligated to pay any broker's fee, commission or similar charge.

Section 13.10 **Zoning.** Landlord shall secure and implement all appropriate zoning for Tenant's intended uses of the Property.

Section 13.11 **501(c)3.** In the event that any provision of this Lease is in conflict with Buyer's status as a tax exempt organization under Section 501(c)3 of the Internal Revenue Code of 1986, then this Lease shall be modified to maintain such tax exempt status.

Landlord and Tenant indicate their agreement to this Lease by signing below.

HOBART INSTITUTE OF WELDING
TECHNOLOGY

By: Philip W. Pratt

Title: President

HOBART BROTHERS COMPANY

By: Scott Seaton

Title: Executive Vice President
General Manager

Exhibit 1.04: Drawing of Leased Property

Exhibit 11.01: Description of parcel subject to option

A hand-drawn floor plan of a building, likely a school or institutional structure, showing various rooms and their dimensions. The plan is oriented with a north arrow pointing towards the top-left corner.

Rooms and Dimensions:

- Top Center:** A large rectangular room, possibly a gymnasium or auditorium, with a grid of lines indicating seating or equipment layout.
- Top Right:** A room labeled "Gymnasium" with dimensions "100' x 100'".
- Middle Right:** A room labeled "Auditorium" with dimensions "100' x 100'".
- Bottom Right:** A large room labeled "Auditorium" with dimensions "100' x 100'".
- Bottom Center:** A room labeled "Auditorium" with dimensions "100' x 100'".
- Bottom Left:** A room labeled "Auditorium" with dimensions "100' x 100'".
- Left Side:** A series of smaller rooms, possibly classrooms or offices, arranged in a row.
- Right Side:** A series of smaller rooms, possibly classrooms or offices, arranged in a row.
- Central Corridor:** A narrow corridor running vertically through the center of the building.

The drawing is a black and white line sketch, showing the layout of the building with various rooms and their dimensions. The rooms are labeled with their names and dimensions, and the drawing is oriented with a north arrow pointing towards the top-left corner.

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LEARNED
TO HOLD
BROTHERS

FIRE SEPARATION PLAN
SCALE: 1/16" = 1'-0"



CONTRACTOR SHALL INSPECT AND VERIFY ALL EXISTING FIELD CONDITIONS AND DIMENSIONS BEFORE STARTING CONSTRUCTION. COMMENCEMENT OF WORK CONSTITUTES ACCEPTANCE OF EXISTING CONDITIONS. SHOULD DIFFERENT CONDITIONS BE ENCOUNTERED, CONTACT ARCHITECT BEFORE PROCEEDING WITH ANY FURTHER WORK.

KEYS SHOWS	BY
ISSUED FOR NO. 6 PERMIT 8-7-1-1007	DB

WAGNER CONSULTING
Architects • Planning • Design

405 Public Sq., 5th, Suite 300
Troy, Ohio 45371
Phone: 513/733-7094
Fax: 513/732-2631



400 TRADE SQUARE EAST
TROY, OHIO 45373

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SCALE
1/16" = 1'-0"
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Attachment 5

Historical Permit Listing --1996

Trivial by Definition
Hobart Brothers Company
FMD- R D and Welding Institute
Troy, Ohio

Source #	Location	Emission Unit	OEPA Permit #	Regulatory Basis
1	Welding School	Air Compressor	None	✓ Engineering Guide #62, trivial by listing
2	Welding School	Applications Lab	None	Best Engineering Judgement, < 1 lb/day
3	Welding School	3.6 MMBtu/Hr Boiler #75	B001	✓ Engineering Guide #62, trivial by listing
4	Welding School	3.6 MMBtu/Hr Boiler #76	B002	✓ Engineering Guide #62, trivial by listing
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Air Permit Listing
HWIT 1996

Exempt-Categorical
Hobart Brothers Company
FMD- R D and Welding Institute
Troy, Ohio

Source #	Location	Emission Unit	OEPA Permit #	Regulatory Basis
1	R&D	12 Welding Booths (uncontrolled)	None	✓ OAC 3745-31-03(A)(1)(cc)
2	R&D	2 Lab Hood Chambers (uncontrolled)	None	✓ OAC 3745-31-03(A)(1)(l)
3	R&D-Basement	5 Welding Stations (uncontrolled)	None	✓ OAC 3745-31-03(A)(1)(cc)
4	R&D	4 Microwire Arc Welding Stations	None	✓ OAC 3745-31-03(A)(1)(cc)
5	R&D	Annealing Oven Hood	None	✓ OAC 3745-31-03(A)(1)(cc)
6	R&D	Electric Bake Oven	None	✓ OAC 3745-31-03(A)(1)(cc)
7	R&D	Sandblaster Booth	P019	✓ OAC 3745-31-03(A)(1)(cc)
8	R&D-Mix Room	2 Flux Mixers	None	✓ OAC 3745-31-03(A)(1)(cc)
9	Welding School	Instructional Welding Booths (controlled)	P001	✓ OAC 3745-31-03(A)(1)(li)
10	Welding School	TIG Welders	None	✓ OAC 3745-31-03(A)(1)(cc)
11	Welding School	5 Grinding Stations	None	✓ OAC 3745-31-03(A)(1)(y)
12	Welding School	Applications Lab	None	✓ OAC 3745-31-03(A)(1)(cc)
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- To qualify for the Letter rate, UPS Express Envelopes may only contain correspondence, urgent documents, and/or electronic media, and must weigh 8 oz. or less. UPS Express Envelopes containing items other than those listed or weighing more than 8 oz. will be billed by weight.

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- The UPS Express Envelope may be used only for documents of no commercial value. Certain countries consider electronic media as documents. Visit ups.com/importexport to verify if your shipment is classified as a document.

- To qualify for the Letter rate, the UPS Express Envelope must weigh 8 oz. or less. UPS Express Envelopes weighing more than 8 oz. will be billed by weight.

Note: Express Envelopes are not recommended for shipments of electronic media containing sensitive personal information or breakable items. Do not send cash or cash equivalent.

LINDA GREULICH
(937) 332-5433
HOBART INSTITUTE OF WELDING TE
400 TRADE SQUARE EAST
TROY OH 46063-2463

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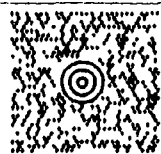
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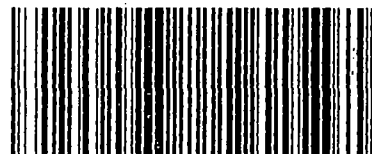


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